

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF DESCHUTES

JOYCE M. GEISER, an individual person,

Plaintiff,

v.

UNION BANKERS INSURANCE
COMPANY; and PENNSYLVANIA
LIFE INSURANCE COMPANY, foreign
corporations,

Defendants.

Case No. 13CV0781

SUMMONS

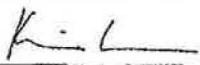
**TO: Union Bankers Insurance Company, on behalf of Pennsylvania Life Insurance
Company PO Box 12355 Pensacola, FL 32591**

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend the complaint filed against you in the above-entitled cause within 30 days from the date of service of this summons on you; and if you fail to appear and defend, the plaintiff will apply to the court for the relief demanded in the complaint.

**NOTICE TO DEFENDANT:
READ THESE PAPERS CAREFULLY**

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff. If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636.

Date: _____


Kevin Carolan, OSB #: 05475
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Bend, OR 97709
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I certify this is a true copy.

COMPLIANCE

JUN 17 2013

PENSACOLA

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF DESCHUTES

JOYCE M. GEISER, an individual person,

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v.

UNION BANKERS INSURANCE
COMPANY; and PENNSYLVANIA
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Case No. _____

COMPLAINT
(Breach of Contract)

NOT SUBJECT TO MANDATORY
ARBITRATION
(PRAYER: \$148,500)

DEMAND FOR JURY TRIAL

I.

At times relevant to this action Plaintiff Joyce M. Geiser ("Plaintiff") was a resident of Deschutes County, Oregon. At all times relevant to this action Defendant Pennsylvania Life Insurance Company was doing business as Union Bankers Insurance Company (collectively: "Defendants"). At times relevant to this action, Defendants were Florida corporations doing business in the State of Oregon. Defendants sent Plaintiff several denial letters to her Deschutes County address.

2.

In 2006 Defendants solicited their health insurance plan to Plaintiff. ON July 7, 2006 Plaintiff agreed, purchasing Defendants' plan, and paying Defendants \$118.64 per month in exchange for disability insurance.

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3.

1 Defendants' plan stipulated Defendants would pay \$2,000.00 in monthly disability
 2 benefits to Plaintiff when injury causes total disability to Plaintiff. The plan defines total
 3 disability as: unable to engage in any employment or compensation for which you are or
 4 become qualified by reason of education, training or experience. The plan also stipulates that
 5 each year the amount of the disability benefit will increase by \$100 per month.

6
 7 4.

8 In approximately 2009 Plaintiff injured her back bending over a table at her home.
 9 Later, while working at US Postal distribution center on May 25, 2009 Plaintiff severely
 10 reinjured her back.

11 5.

12 As a result of her injury Plaintiff is no longer able to engage in any employment and
 13 is entitled to disability benefits from Defendants.

14 6.

15 Plaintiff contacted Defendants as soon as reasonably possible, and requested
 16 disability benefits. Defendants denied Plaintiff's request in letters dated: June 30, 2011,
 17 January 16, 2012, and April 6, 2012.

18 7.

19 FIRST CAUSE OF ACTION

20 (Breach of Contract)

21 8.

22 Plaintiffs reallege paragraphs 1 through 7.

23 9.

24 Defendants' actions constitute breach of contract. As a result of Defendants' breach,
 25 Plaintiff is entitled to: rescission of the contract, affirmation of the contract, consequential
 26

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1 damages, unjust enrichment, quantum meruit damages, specific performance, liquidated
 2 damages, restitution, and economic damages in the amount of \$148,500 or such sum as may be
 3 proven at trial, pre-judgment interest, and attorney fees and costs pursuant to the contract and
 4 ORS § 742.061.

5 10.

6 SECOND CAUSE OF ACTION

7 (Breach of The Covenant of Good Faith and Fair Dealing)

8 11.

9 Plaintiffs reallege paragraphs 1 through 9.

10 12.

11 Defendants' actions constitute of the breach of the covenant of good faith and fair
 12 dealing in that they 1) failed to conduct a reasonable investigation based on all available
 13 information (by disregarding Plaintiff's medical evidence that her symptoms were caused by
 14 injury); 2) failed to acknowledge and act promptly upon communications relating to claims,
 15 specifically Plaintiff's request for a copy of her file; and 3) failed to attempt, in good faith, to
 16 promptly and equitably settle claims in which liability has become reasonably clear.

17 13.

18 As a result of Defendants' failures, Plaintiff is entitled to: rescission of the contract,
 19 affirmation of the contract, consequential damages, unjust enrichment, quantum meruit
 20 damages, specific performance, liquidated damages, restitution, and economic damages in
 21 the amount of \$148,500 or such sum as may be proven at trial, pre-judgment interest, and
 22 attorney fees and costs pursuant to the contract and ORS § 742.061.

23 14.

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THIRD CAUSE OF ACTION

(Negligence Per Se)

15.

Plaintiff realleges paragraphs 1 through 13.

16.

Defendants' actions constitute negligence per se, because they failed to comply with ORS § 746.230 in that they 1) failed to conduct a reasonable investigation based on all available information (by disregarding Plaintiff's medical evidence that her symptoms were caused by injury); 2) failed to acknowledge and act promptly upon communications relating to claims, specifically Plaintiff's request for a copy of her file; and 3) failed to attempt, in good faith, to promptly and equitably settle claims in which liability has become reasonably clear.

16.

As a result of Defendants' negligence Plaintiff is entitled to the value of her monthly policy benefits from the date of her injury until as long as she lives. In April 2014 that value will be: \$148,500.

17.

WHEREFORE, Plaintiff prays for judgment in her favor and against Defendants jointly and severally as follows:

1. On her FIRST CLAIM FOR RELIEF against Defendants: rescission of the contract, affirmation of the contract, consequential damages, unjust enrichment, quantum meruit damages, specific performance (payment of remaining and future benefits), liquidated damages, restitution, and economic damages in the amount of \$148,500 or

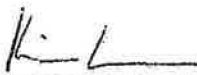
COMPLIANCE

such sum as may be proven at trial, pre-judgment interest, and attorney fees and costs pursuant to the contract and ORS § 742.061.

2. On her SECOND CLAIM FOR RELIEF against Defendants: rescission of the contract, affirmation of the contract, consequential damages, unjust enrichment, quantum meruit damages, specific performance (payment of remaining and future benefits), liquidated damages, restitution, and economic damages in the amount of \$148,500 or such sum as may be proven at trial, pre-judgment interest, and attorney fees and costs pursuant to the contract and ORS § 742.061.
3. On her THIRD CLAIM FOR RELIEF against Defendant: the value of her monthly policy benefits from the date of her injury until as long as she lives. In April 2014 that value will be: \$148,500.
4. Award Plaintiff her costs and disbursements;
5. Such other relief as the Court deems just, reasonable, and necessary.

DATED this 23 day of May, 2013.

////


 Kevin Carolan, OSB#: 05475
 Attorney for Plaintiff
 The Law Firm of Kevin Carolan, PC
 PO Box 2221
 Bend, OR 97709

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JUN 17 2013

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 541.318.6639 - 541.368.4707(fax)

IMPORTANT HEARING NOTICE – READ CAREFULLY

IMAGING

Case No

13CV0781 Geiser

vs

Union Bankers Insurance

A pretrial conference has been scheduled at the following time. ALL PARTIES must attend through their attorneys or personally, if not represented. You or your attorney may appear at the pretrial conference by telephone at 541-388-5300. See below for extension.

DOMESTIC RELATIONS CASE, 20 at 8:30 a.m. Check scrolling docket for location of courtroom. Extension 5001

CIVIL CASE October 17/13 at 1:15 p.m. Check scrolling docket for location of courtroom. Extension 5002

This pretrial conference is not the trial of your case. The date your trial will be held will be selected at the pretrial conference.

NOTICE TO PLAINTIFF(S): You must serve a copy of this pretrial notice on all defendants along with the summons. You must appear at the pretrial conference, even if service has not been completed, or your case will be dismissed. You must immediately serve the defendants with summons, complaint and this notice. Failure to diligently prosecute will result in dismissal of this case.

NOTICE TO DEFENDANT(S): You must carefully read the instructions on the summons. If you intend to contest this matter, you must file a written response and pay the filing fee. Do not wait until the pretrial conference if the summons requires a written response prior to the pretrial conference.

Trial Court Administrator
Ernest J. Mazorol, III

ADA: If you have a disability that will require accommodations for this court event, please contact a court supervisor at least four business days in advance.

Clerk's
Initials

LF Date 7/23/13

CAROLAN LAW, PC
PO Box 2221 • BEND, OR 97709

PORTLAND OR 972

12 JUN 2013 PM 7 L



Union Bankers Insurance Company, on behalf of:
Pennsylvania Life Insurance Company
PO Box 12355
Pensacola, FL 32591

RECEIVED

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Notice of Removal of Civil Action
Exhibit A - Page 7 of 7